COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W. Director ROBIN KAY, Ph.D. Chief Deputy Director

RODERICK SHANER, M.D. Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS

GLORIA MOLINA MARK RIDLEY-THOMAS ZEV YAROSLAVSKY DON KNABE MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

Reply To: (213) 738-4601 (213) 386-1297 Fax:

December 17, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION FOR A SOLE SOURCE AMENDMENT TO THE LEGAL ENTITY AGREEMENT WITH VIP COMMUNITY MENTAL HEALTH CENTER (FIRST DISTRICT) (3 VOTES)

SUBJECT

Request approval to amend existing Department of Mental Health Legal Entity Agreement with VIP Community Mental Health Center, Inc. to add comprehensive in-depth case analysis, consultation and recommendations on the handling and prosecution of elder and dependent adult abuse cases.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment, substantially similar to Attachment I, to the existing Department of Mental Health (DMH) Legal Entity (LE) Agreement with VIP Community Mental Health Center, Inc. (VIP CMHC) to provide case analysis, consultation and recommendations on elder and dependent adult abuse cases. The amendment will be effective January 1, 2014, and will increase the Maximum Contract (MCA) by \$75,000, fully funded by Intrafund Transfer from Department of Community and Senior Services, for a revised MCA of \$7,579,440 in Fiscal Year (FY) 2013-14. The amendment will also extend the term of the existing Agreement for one additional year from July 1, 2014 to June 30, 2015.
- 2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the VIP CMHC LE Agreement and establish as a new MCA the amount requested in Recommendation 1, and to further amend this LE Agreement as necessary, provided that: 1) the

The Honorable Board of Supervisors 12/17/2013 Page 2

County's total payments to this contract provider in any fiscal year will not exceed an increase of 20 percent from the MCA which the Board is being asked to approve in Recommendation 1; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval as to form by County Counsel is obtained prior to any such amendment; 5) County and Contractor may, by written amendments, reduce programs or services and revise the applicable MCA, provided that any amendments which reduce programs do not impact the 20 percent limitation; and 6) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to amend its LE Agreement with VIP CMHC to provide case analysis, consultation and recommendations on elder and dependent adult abuse cases. VIP CMHC is the current operator of the Los Angeles County Elder Abuse Forensic Center. Since 2006, this center has been the operational base of a multi-disciplinary team that provides expertise and comprehensive in-depth case analysis, consultation and recommendations on the handling and prosecution of elder and dependent adult abuse cases. Core team members include a Forensic Neuropsychologist, a geriatrician, as well as representatives from the Los Angeles Police Department, Sheriff's Department, District Attorney's Office, City Attorney's Office, Adult Protective Services, Office of the Public Guardian, DMH GENESIS Program, and the Los Angeles County Victim Witness Assistance Program.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The amendment in the amount of \$75,000 will allow VIP CMHC to provide case analysis, consultation and recommendations on elder and dependent adult abuse cases in FY 2013-14. The revised MCA for VIP CMHC will be \$7,579,440. The amendment is fully funded by Intrafund Transfer from Department of Community and Senior Services.

Sufficient appropriation is included in DMH's FY 2013-14 Final Adopted Budget for this amendment.

Funding for future years will be included in DMH's annual budget request process.

There is no impact on DMH's net County cost for this action. The Department of Community and Senior Services was provided Net County Cost (NCC) to fund these services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

VIP CMHC is the current operator of the Los Angeles County Elder Abuse Forensic Center. Since 2006, this center has been the operational base of a multi-disciplinary team that provides expertise and comprehensive in-depth case analysis, consultation and recommendations on the handling and prosecution of elder and dependent adult abuse cases, and assisted/evaluated approximately 1,000

The Honorable Board of Supervisors 12/17/2013 Page 3

victims of elder and dependent abuse.

The multi-disciplinary team, led by a Forensic Neuropsychologist, provides neuropsychological evaluations of victims for protection and prosecution purposes, capacity declarations, testimony in court, continuous collaboration with all team members, as needed training to public and private entities, among other tasks. The center affords a higher likelihood that the elder will be protected and there will be a successful prosecution, and a lower likelihood that the case will come back through the system.

Since 2006, this center has been funded through private funding; however, this funding was exhausted in October 2013. As the critical services provided through the center are desired to be maintained, \$150,000 in NCC was approved in the Department of Community and Senior Services FY 2013-14 Supplemental Budget.

Through the continued use of VIP CMHC, services will continue as quickly as possible so there is seamless delivery of services to this population. In addition, as the existing operator and through sustaining the existing multidisciplinary team and services at the Forensic Center, it is believed it would be more costly in time and funding to seek a new service provider.

The required Sole Source Checklist, which identifies and justifies the need for sole source contract actions, has been reviewed and approved by CEO (Attachment II),

In accordance with your Board Policy Manual, Section 5.120, Authority to Approve Increases to Board-Approved Contract Amounts, DMH notified your Board on November 26, 2013 (Attachment III), identifying and justifying the need for requesting a percentage increase exceeding 10 percent.

The attached Amendment format has been approved as to form by County Counsel. DMH staff will administer and monitor the Agreement and ensure that agreement provisions and Departmental policies are followed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow VIP CMHC to continue to provide case analysis, consultation and recommendations on elder and dependent adult abuse cases.

The Honorable Board of Supervisors 12/17/2013 Page 4

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:ST:RK:S C

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission
Community and Senior Services

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this <u>17th</u> day of <u>December</u>, 2013, by and between the COUNTY OF LOS ANGELES (hereafter "County") and <u>VIP</u>

<u>Community Mental Health Center, Inc. (VIP CMHC)</u> (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated December 17, 2013, identified as County Agreement No. MHXXXXX, as subsequently amended (hereafter "Agreement"); and

WHEREAS, for Fiscal Year (FY) 2013-14, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2013-14, County and Contractor intend to amend Agreement to provide case analysis, consultation and recommendations on elder and dependent adult abuse cases; and

WHEREAS, effective January 1, 2014, County and Contractor intend to amend Agreement to add CSS Forensic Center Services (Non Medi-Cal/Non Healthy Families)

Program funded funds in the amount of \$75,000; and

WHEREAS, County and Contractor intend to amend Agreement to <u>add_Service</u>

Exhibit <u>XX</u> – "Comprehensive Neuropsychological Evaluations of Elders and Dependent Adults", which is attached hereto;

WHEREAS, for FY 2013-14, the revised Maximum Contract Amount will be \$7,579,440.

NOW THEREFORE, County and Contractor agree that Agreement shall be amended effective January 1, 2014, only as follows:

- For FY 2013-14, CSS Forensic Center Services (Non Medi-Cal/Non Healthy Families) funds are <u>added</u> in the amount of \$75,000.
- 2. Financial Exhibit A (FINANCIAL PROVISIONS), Attachment II, Paragraph D (REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED) Subparagraphs (1) (Reimbursement For First Automatic Renewal Period) shall be deleted in its entirety and the following substituted therefor:

"D. REIMBURSEMENT IF AGREEMENT IS AUTOMATICALLY RENEWED

- (1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) of the DMH Legal Entity Agreement shall not exceed **SEVEN MILLION FIVE HUNDRED SEVENTY NINE**THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$7,579,440) and shall consist of Funded Programs as shown on the Financial Summary."
- 4. Financial Summary for FY 2013-14, shall be deleted in its entirety and replaced with Financial Summary __ for FY 2013-14 attached hereto and incorporated herein by reference. All references in Agreement to Financial Summary for FY 2013-14, shall be deemed amended to state "Financial Summary __ for FY 2013-14."
- 5. Attachment V, Service Delivery Site Exhibit ____, shall be deleted in its entirety and replaced with Attachment V, Service Delivery Site Exhibit____ attached hereto and incorporated herein by reference. All references in Agreement to

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Attachment V, Sen	vice Delivery	Site Exhil	oit shall	be	deemed	amended	to
state "Attachment V	[/] , Service Deli	ivery Site	Exhibit	"			

- 6. Attachment VI, Service Exhibits _, shall be deleted in their entirety and replaced with Attachment VI, Service Exhibits _ attached hereto and incorporated herein by reference. All references in Agreement to Service Exhibits _, shall be deemed amended to state "Service Exhibits _."
- 7. Service Exhibit, XXX, shall be added and is attached hereto and incorporated herein by reference.
- Contractor shall provide services in accordance with Contractor's FY 2013-14
 Negotiation Package for this Agreement and any addenda thereto approved in writing by County's Director of Mental Health or his designee.
- Except as provided in this Amendment, all other terms and conditions of the
 Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health, or his designee, and Contractor has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	By MARVIN J. SOUTHARD, D.S.W. Director of Mental Health
	VIP Community Mental Health Center, Inc. (VIP CMHC)
	CONTRACTOR
	Ву
	Name
	Title(AFFIX CORPORATE SEAL HERE)
APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL	
APPROVED AS TO CONTRACT ADMINISTRATION:	
DEPARTMENT OF MENTAL HEALTH	
By Chief, Contracts Development and Administration Division	
CC: EV2012 14 VID amondment CSS\$150V	

Financial Summary

Contractor Name: VIP Community Mental Health Center, Inc. (VIP CMHC)

LE Number:

01044

July 1, 2013 through June 30, 2014 2013-14

Agreement Period: July 1 Fiscal Year: 2013DMH Legal Entity Agreement - Attachment III

The Financial Summary -

Amendment Number - 1 12/17/2013

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DMH LEGAL ENTITY AGREEMENT ATTACHMENT V

Service Delivery Site Exhibit CONTRACTOR NAME: PERIOD: ___ LEGAL ENTITY NO.: M.H. *DESIGNATED SERVICE SERVICE SERVICE DELIVERY SITE(S) SITE **EXHIBIT** PROV. PROGRAM AREA(S) SUP. OFFICE NO. NO. SERVÈD DISTRICT *Legend: Adult Systems of Care (A) Homeless (H) Child, Youth and Family Program Administration (C) Managed Care (MC)

Critical Care (CC)
Court Programs (CP)
Older Adult Program (OA)
Transition Age Youth (TAY)

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SERVICE EXHIBITS

A duplicate original of the Service Exhibit(s) will be on file in the Department of Mental Health's Contracts Development and Administration Division and is deemed incorporated herein by reference as though fully set forth, and will be made available to interested persons upon request.

6 7	DESCRIPTION	CODES
8	Targeted Case Management Services (Rehab. Option)	<u> 104-A</u>
9	Short-Term Crisis Residential Services (Forensic)	201
10	Crisis Stabilization Services (Rehab. Option)	202-A
11	Vocational Services	<u>304-A</u>
12	Day Rehabilitation Services (Adult) (Rehab. Option)	_308-B
13	Day Rehabilitation Services (Children/Adolescents) (Rehab. Option)	_309-B
14	Day Treatment Intensive Services (Adult) (Rehab. Option)	<u>310-B</u>
15	Day Treatment Intensive Services (Children/Adolescents) (Rehab. Option)	<u>311-B</u>
16	Mental Health Services (Rehab. Option)	402
17	Medication Support Services (Rehab. Option)	403
18	Crisis Intervention Services (Rehab. Option)	404-A
19	Mental Health Service Treatment Patch (La Casa)	405
20	Therapeutic Behavioral Services	406-A
21	Outreach Services	501-A
22	Outreach Services (Suicide Prevention Services)	_502-A
23	Intensive Skilled Nursing Facility Services	601
24	Mental Health Rehabilitation Centers (La Casa Mental Health Rehabilitation Center)	602
25	Intensive Skilled Nursing Facility Services (La Paz)	603
26	Intensive Skilled Nursing Facility Services Forensic Treatment	604
27	Skilled Nursing Facilities (Psychiatric Services)	605
28	Skilled Nursing Facility - Special Treatment Program Services	
29	(SNF-STP/Psychiatric Services)	608
30	Intensive Skilled Nursing Facility Services - Enhanced Treatment Program (ETP)	609
31	Socialization Services	<u>701-A</u>
32	Life Support Services	801
33	Case Management Support Services	<u>802-A</u>
34	Case Management Support Services (Forensic)	_ <u>803-A</u>
35	Case Management Support Services (Children & Youth)	804-A
36	Life Support Services (Forensic)	805
37	Independent Living Services	901

DMH LEGAL ENTITY AGREEMENT ATTACHMENT VI

1	Local Hospital Services	902_
2	Semi-Supervised Living Services	904
3	Adult Residential Treatment Services (Transitional) (MSHA)	912
4	Adult Residential Treatment Services (Long Term)	913
5	Non-Hospital Acute Inpatient Services (La Casa PHF)	914
6	Comprehensive Adult Residential Treatment Services (Bio-Psycho-Social Services)	915
7	Assertive Community Treatment Program (ACT)	921
8	Psychiatric Inpatient Hospital Services	930
9	Primary Linkage and Coordination Program	1001
10	Service Provisions (Organizational Provider Only)	1003
11	Consumer Run/Employment Program	1005
12	Client Supportive Services (Includes Attachment A Reimbursement Procedures	
13	and Attachment B Monthly Claim for Cost Reimbursement)	<u>1010-A</u>
14	Mental Health 24-Hour Services Interim Placement Funding for Basic Care Services	1011
15	Mental Health 24-Hour Services Children Under Age 18 Basic Services	1012
16	Supportive Services – Residential Programs (Includes Attachment A	
17	Reimbursement Procedures and Attachment B- Monthly Claim for	
18	Cost Reimbursement)	1013
19	Client Supportive Services-Mental Health Services Act Programs (Includes	
20	Attachment A - Reimbursement Procedures and Attachment B - Monthly	
21	Claim for Cost Reimbursement)	<u>1014-A</u>
22	Full Service Partnership (FSP)	1015
23	Supportive Services - Intensive Residential Program (Includes Attachment A-	
24	Reimbursement Procedures and Attachment B - (Monthly Claim for	
25	Cost Reimbursement)	1016
26	Client Supportive Services (New Directions) (Includes Attachment A	
27	Reimbursement Procedures and Attachment B Monthly Claim for Cost	
28	Reimbursement)	1018
29	Family Support Services	1019
30	Service Extender Stipend Program Mental Health Services Act Programs	
31	(Includes Attachment A Reimbursement Procedures and Attachment B	
32	Monthly Claim for Cost Reimbursement)	1020
33	Client Supportive Services Field Capable Clinical Services (FCCS) Mental Health	
34	Services Act Programs (Includes Attachment A Reimbursement Procedures	
35	and Attachment B Monthly Claim for Cost Reimbursement)	1021

DMH LEGAL ENTITY AGREEMENT ATTACHMENT VI

1	Intensive In-Home Mental Health Services	1022	
2	Intensive Treatment Foster Care	1025	
3	One-Time Expenses Associated with Program Development for Intensive		
4	In-Home Evidence Based Practices (Includes Attachment A Reimbursement		
5	Procedures and Attachment B Monthly Claim Cost Reimbursement)	1026	
6	Outreach and Engagement Services (MHSA Only)	1027	
7	Enriched Residential Services (Alternative Crisis) (Adults)	1028_	
8	IMD Step-Down Programs (Adults)	1029	
9	Urgent Care Centers (Alternative Crisis) (Adults)	<u>1030</u>	
10	Client Supportive Services Homeless CalWORKs Families Project (Includes		
11	Attachment A Reimbursement Procedures and Attachment B Monthly		
12	Claim for Cost Reimbursement)	1031	
13	Star View-PHF-Supplemental Financial Support	1032	
14	Star View-CTF-Supplemental Financial Support	1033	
15	· Field Capable Clinical Services (FCCS)	1035	
16	Suicide Prevention Program Mental Health Services Act (MHSA) Prevention and		
17	Early Intervention (PEI) Plan	1036	
18	One-Time Expenses Associated with Starting a new MHSA Program for PEI Early		
19	Start Suicide Prevention Program (Includes Attachment A-Reimbursement		
20	Procedures and Attachment B Monthly Claim Cost Reimbursement)	1037	
21	One-Time Expenses Associated with Starting a New MHSA Program for		
22	Urgent Care Center – Exodus Recovery, Inc. (Includes Attachment A		
23	Reimbursement Procedures and Attachment B Monthly Claim for Cost		
24	Reimbursement)	1038	
25	PEI Early Intervention EBP programs for Children & TAY	1039	
26	Exodus Recovery, Inc. Urgent Care Center	1040	
27	MHSA Program for Innovation (INN) Plan Integrated Mobile Health Team	1041	
28	Client Supportive Services for MHSA INN Plan Programs	1042	
29	One-Time Expenses Associated with Implementing a New MHSA Program for		
30	Prevention and Early Intervention (PEI) Program (Includes Attachment A		
31	Reimbursement Procedures and Attachment B Monthly Claim for Cost		
32	Reimbursement)	1046	
33	Prevention and Early Intervention (PEI) Program (Includes Attachment A		
34	MHSA PEI Programs Core Interventions and Ancillary Services Guide and		
35	Attachment B PEI Evidenced Based Practices (EBP) Outcome Measures)	<u>1047</u>	

DMH LEGAL ENTITY AGREEMENT ATTACHMENT VI

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2	Health Services For Adults (19-64 Years Old) for Legal Entity Agreements	
3	Only (Includes Attachment A, Attachment A-1 and Attachment A-2)	1048
4 5	One – Time Expenses Associated with Starting A New Mental Health Services Act Innovation Program (Includes Attachment A)	1052
6	MHSA Innovation - Community Designed Integrated Service Management Model	1053
7	MHSA Innovation – Integrated Clinic Model (JWCH – SCHARP only)	1054
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10	MHSA Innovation – Integrated Clinic Model (The Los Angeles Free Clinic dba	
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13	Client Supportive Services For Mental Health Services Act Innovation Plan Programs	
14	Integrated Clinic Model (Includes Attachment A)	1059
15	Statement of Work (SOW) CalWORKs Program	1060
16	One-Time Expenses Associated with Starting A New Mental Health Services Act	
17	Prevention And Early Intervention Integrated School Health Centers Program	
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20	SAMHSA Project ABC - Family Wellness Network	1062
21	Family Support Services Enhanced Respite Care Pilot	1063
22	MHSA Innovation - Integrated Peer Run Model: Peer Run Integrated Services	
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29	Client Supportive Services – Homeless Programs (Includes Attachment A –	
30	Reimbursement Procedures and Attachment B – Monthly Claim for Cost	
31	Reimbursement)	1069

	Provider No
SERVICE EXHIBIT	

COMPREHENSIVE NEUROPSYCHOLOGICAL EVALUATIONS OF ELDERS AND DEPENDENT ADULTS

VIP Community Mental Health Center, Inc.

Forensic Center Services

MODES OF SERVICE (TBD)

1. OVERVIEW

Over 70% of elder abuse cases involve financial abuse and need evaluations to determine mental and cognitive capacity. Often safety issues and unpleasant circumstances require involvement with law enforcement and other regulatory agencies. Adult Protective Services (APS), Law Enforcement and the District Attorney's Office, and other core team members refer cases to the Los Angeles County Elder Abuse Forensic Center (LACEAFC) team on a weekly basis. The services are located at VIP Community Mental Health Center, Inc. (VIP CMHC).

The multi-disciplinary team provides neuropsychological evaluations of victims for protection and prosecution purposes, capacity declarations, testimony in court, continuous collaboration with expert core team members, as needed training to public and private entities, among other tasks. The center affords a higher likelihood the elder will be protected and there will be a successful prosecution, and a lower likelihood the case will come back through the system.

2. ELIGIBILITY CRITERIA AND PERSONS TO BE SERVED

The Program targets its services towards elder and dependent adults who are victims of abuse and neglect. The types of abuses include but are not limited to physical, psychological, sexual, financial, and emotional. Neglect includes self-neglect, and neglect by caregivers and others.

3. SERVICE DELIVERY SITE

Services may be provided in the field or office settings. Field based services include but are not limited to the client's home, nursing home, health care facilities, and public and private community organizations, court room settings and at the Forensic Center (FC).

4. ROLE OF NEUROPSYCHOLOGIST

- Supervises team of psychological experts (associates) to address needs
 of the FC and conducts forensic evaluations, provides consultation to all
 county agencies and testify in court. The team of associates includes
 three (3) licensed psychologists, two of whom are lawyers who bring a
 vast range of expertise to the FC.
- 2. Supervises each associate's case from referral to APS, writing and editing report to testifying in court.
- Provides team with expert reviews of the latest research in mental capacity, decision-making in older and dependent adults, and undue influence to utilize in reports involving capacity and consent.
- 4. Trains, manages and hires additional staff to coordinate neuropsychological cases referred to FC, provides status updates to FC Project Manager, coordinates capacity declarations and reports to LACEAFC and District Attorney's office and submit monthly time sheet broken down by doctor and case.
- 5. As a core team member of the LACEAFC, the Neuropsychologist provides valuable forensic neuropsychological input at weekly multidisciplinary meetings. Assists in determining which cases should be evaluated by forensic neuropsychologist, geriatrician or primary care providers with elder abuse experience. Provides outside referral sources (i.e. mental health, attorneys, doctors, judges).
- 6. Provides education to primary care providers to improve their ability to evaluate and prepare the Declaration Medical Capacity Form.
- 7. Conducts forensic evaluation and documentation of forensic center clients in their homes. This may include neuropsychological testing, review of legal, law enforcement and medical records, chronology of all records, forensic interviews of clients, family members, attorneys, physicians, and financial advisors.
- 8. Provides written forensic reports that can be used in many court venues (i.e. criminal court and probate court for victim of crime who may also need to be conserved.)
- 9. Evaluates clients on an urgent basis in some cases as well as work with an investigative team (law enforcement, public guardian).
- 10. Evaluates cases in various settings (home, nursing homes) throughout Los Angeles County and often in unpleasant circumstances (i.e. safety issues mandate conduct evaluation with law enforcement, hoarding issues involve going with code and safety team).

- 11. Assists in the development and presentation of educational materials for law enforcement, first responders, judges, social workers, and other groups as to be determined by the FC team.
- 12. Assists in collaborative research in the areas of mental capacity, undue influence and elder abuse.
- 13. Knowledge of writing a forensic report that can be used in many court venues (i.e. criminal court and probate court for victim of crime who may also need to be conserved.)

5. ROLE OF THE PROJECT MANAGER

- The Elder Abuse Forensic Center Project Manager will be responsible for the day to day oversight of the Los Angeles County Elder Abuse Forensic Center, including running weekly meetings, planning and implementation of any education and training activities, and various administrative duties.
- 2. Reviews referrals to the FC and schedules referral review dates.
- 3. Prepares agendas for weekly meetings and distributes agendas to key personnel prior to the meetings.
- Assists referring source(s) in preparing to present the cases to the FC team.
- 5. Manages weekly FC meetings, observes time limitations for each case and keeps minutes and notes to summarize the recommendations and action plan for each team member.
- 6. Informs team members of their responsibilities in each case and gathering the data as it returns on each case.
- 7. Serves as the FC's primary liaison with partner agencies.
- 8. Coordinates student internships (i.e. Psychology, Gerontology, Law and Medical) students.
- Responsible for the planning and implementation of the FC's education and training activities.
- Responsible for preparing and submitting reports and data to the DMH as required.

6. REIMBURSEMENT GUIDELINES

Invoices shall be submitted to the DMH Older Adult System of Care Bureau. The following documents and procedures are required for Contractor to receive reimbursement:

Contractor shall bill DMH monthly by invoice for services delivered by the Neuropsychologist. The Neuropsychologist billable activities include evaluation and consultation services. Evaluation services may include: forensic evaluation, psychological testing, and preparing reports. Consultation services may include: providing expert testimony, participation on the LACEAFC team, providing information, education, training and supervision. Contractor shall bill the DMH for the Neuropsychologist's evaluation and consultation services in the amount not to exceed more than \$63,868 for the fiscal year. Contractor shall bill DMH for services rendered on an hourly basis. Evaluations services shall be billed at a rate not to exceed \$250.00 per hour. Consultation services shall be billed at a rate not to exceed \$150.00 per hour.

Contractor shall bill DMH monthly by invoice for services delivered by the Project Manager. The Project Manager billable activities may include: reviews and coordinates referrals, schedules and organizes meetings, prepares reports, takes minutes, collects data and other administrative functions. Contractor shall bill the DMH for the Project Manager's services in the amount not to exceed \$72,500 for the fiscal year. The services shall be billed at a rate not to exceed \$6,041 per month.

Contractor shall bill DMH monthly by invoice for indirect costs not to exceed \$13,632. The monthly cost shall be billed at a rate not to exceed \$1,136.

FEE SCHEDULE

Forensic Neuropsychologist	Evaluations Consultations	\$250/hr \$150/hr	\$ 63,868
Project Manager	Monthly Salary and Benefits	\$6,041/ month	\$ 72,500
Indirect Costs		\$1,136	\$ 13,632
	Total		\$150,000

7. DOCUMENTATION REQUIREMENTS FOR REIMBURSEMENT

The following supportive documentation shall be maintained on file in accordance with the Records and Audits paragraph of the Legal Entity (LE) Agreement:

Neuropsychologist

- a. Original reports, training and supervision documents, documents of any participation on the LACEAFC team, etc. that include date and time spent on each of the activities.
- b. Documentation date and time of costs associated with any consultation or evaluation of services.

Project Manager

- a. Documentation of cases referred to the center on a monthly basis.
- b. Documentation of case evaluation meeting minutes, meeting preparation time, conferring with LACEAFC team members, number of cases reviewed, coordination activities, data collection, preparing reports which include summarization of recommendations, and other administrative duties as needed.
- c. Documentation of education and training activities.

8. SUBMISSION OF MONTHLY INVOICES

Contractor shall, on the last day of each month, complete the invoice.

The invoice for reimbursement shall be submitted to:

County of Los Angeles – Department of Mental Health
Older Adult System of Care Bureau
550 S. Vermont Avenue, 6th Floor
Los Angeles, CA 90020

Attention: Bureau Analyst

DMH shall reimburse Contractor for services provided under the DMH's LE Agreement within 60 days from the date on Contractor's invoice.

9. DMH REVIEW AND APPROVAL OF INVOICES

The DMH Older Adult System of Care Bureau Program Manager will review monthly invoices and sign to affirm that the expenditures meet established procedures as indicated on the Service Exhibit. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment. DMH shall

process all completed requests for reimbursement on a monthly basis. The judgment of DMH as to the allow ability of any expenditure shall be final.

10. MONTHLY RECONCILIATION REPORT

Monthly disbursements reports will be generated by the Accounting Division for the Contractor and Program staff to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of these procedures or the LE Agreement.

ATTACHMENT II

SOLE SOURCE CHECKLIST

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(√)	Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source for the service exists; performance and price competition are not available.
	Competition are not available.
NAME OF THE OWNER OWNER OF THE OWNER OWNE	N Oviet action is required (an array or it at a)
	Quick action is required (emergency situation).
	Proposals have been solicited but no satisfactory proposals were
	received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service
Χ .	provider.
	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	> It is more cost-effective to obtain services by exercising an option under
	an existing contract.
	> It is in the best interest of the County, e.g., administrative cost savings,
x	excessive learning curve for a new service provider, etc.
	> Other reason. Please explain:
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Hovin	11/19/13
Deputy Chief	Executive Officer, CEO Date

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November 26, 2013

TO:

Each Supervisor

FROM:

Rohin Kay for Marvin J. Southard, D.S.W.

Director

SUBJECT:

REQUEST TO INCREASE DELEGATED AUTHORITY PERCENTAGE IN THE BOARD LETTER TO AMEND LEGAL ENTITY AGREEMENT WITH

VIP COMMUNITY MENTAL HEALTH CENTER

This memorandum is to comply with Board Policy Manual, Section 5.120, Authority to Approve Increases to Board Approved Contract Amounts. The Policy mandates that any department requesting a percentage increase in delegated authority exceeding ten percent of the total contract amount must provide a detailed justification and advance written notice to your Board, with a copy to the Chief Executive Officer, at least two weeks prior to the Board Meeting at which the proposed contract is to be presented.

The Department of Mental Health (DMH) requests an additional ten percent for a total of twenty percent delegated authority to increase the Maximum Contract Amount of the Legal Entity Agreement with VIP Community Mental Health Center (VIP CMHC), which is being amended via sole source to add comprehensive in-depth case analysis, consultation, and recommendations on the handling and prosecution of elder and dependent adult abuse cases. VIP CMHC is the current operator of the Los Angeles County Elder Abuse Forensic Center since 2006. This request will allow VIP CMHC to sustain the existing multidisciplinary team and services at the Los Angeles County Elder Abuse Forensic Center led by a Forensic Neuropsychologist who provides neuropsychological evaluations of victims for protection and prosecution purposes, capacity declarations, testimony in courts, and continuous collaboration with team members which includes a geriatrician, as well as representatives from the Los Angeles Police Department, County Sheriff's Department, District Attorney's Office, City Attorney's Office, Adult Protective Services, Office of the Public Guardian, GENESIS, and the Los Angeles County Victim Witness Assistance Program. Through the continued use of VIP CMHC, services will continue as quickly as possible so there is seamless delivery of services to this population.

This authority will allow DMH greater capacity to amend contracts for new funding streams and programs/services and implement such programs/services in a timely and expeditious manner. Therefore, in most instances, where speed and response time are of key importance, the objectives to maximize, prioritize, and increase access to services will more effectively meet the County's mission, "To Enrich Lives Through Effective and Caring Service."

Each Supervisor November 26, 2013 Page 2

Should there be a need to exceed the twenty percent delegated authority, DMH will return to your Board with a request for authority to amend the Legal Entity Agreement accordingly.

If you have any questions or concerns, please contact me, or your staff may contact Richard Kushi, Chief, Contracts Development and Administration Division, at (213) 738-4684.

MJS:RK:MM:RK:sc

c: Health Deputies
Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Robin Kay, Ph.D.
Margo Morales
Deputy Directors
District Chiefs
Kimberly Nall
Richard Kushi